



Catering and Event Services Agreement

This Catering and Event Services Agreement (this "Agreement") contains the terms and conditions that govern the provision of catering and special event services (as defined below and together "Services") at a specified event or events and is an agreement between J&M Catering and Events LLC (also referred to as "J&M," "we," "us," or "our") and you or the entity you represent ("Client", "you" or "your"). This Agreement takes effect when you pay a non-refundable security deposit or, if earlier, when you use any of our Services (the "Effective Date"). You represent to us that you are lawfully able to enter into contracts (e.g., you are not a minor). If you are entering into this Agreement for an entity, such as the company you work for, you represent to us that you have legal authority to bind that entity.

Article 1 - DEFINITIONS:

As used in this Agreement:

- A. "**Catering Services**" refers to the provision of food and drink at a specific Event as indicated in an Order that the J&M will provide as a professional service to the Client under the terms and conditions set forth herein.
- B. "**Event(s)**" refers to the specific event(s) indicated in an Order where J&M will be providing the Catering Services and/or Special Event.
- C. "**Event Details**" refers to the specific details regarding the Event(s) as outlined an Order.
- D. "**Fees**" refers to the payment Client will pay to J&M for the rendering of the Catering Services and/or Special Event as agreed to in an Order.
- E. "**Order**" refers to the specific estimate, invoice, or purchase order detailing among other things the menu, Catering Services, Events Details and Fees for an Event.
- F. "**Special Events**" refers to the specific event(s) indicated in an Order where the J&M will be providing ad-hoc services or equipment including but not limited to event planning, photobooths, bar services, decors.

Article 2 - AGREEMENT:

Subject to the terms and conditions of this Agreement, J&M hereby agrees to render the Services to Client, at the Event(s), utilizing all of the Event Details as directed and Client agrees to pay J&M the Fees required for the Services.

Article 3 - ORDER:

The menu or proposal that J&M designs shall be as provided in the applicable Order proposed by J&M and accepted by the Client. J&M shall be permitted to make small changes to the menu if ingredients cannot be found after reasonable effort.

Article 4 - STAFF OR EMPLOYEES:

J&M may use any staff or employees that J&M deems fit and capable in the provision of the Services to the Client.

Article 5 - FEES:

The Client agrees to pay J&M the required Fees, as outlined in the Order, for the provision of the Services, subject to the following terms and conditions:

- A. **Deposit:** a non-refundable deposit of 50% of the Fees is due upon booking the Services.
- B. **Payment Due:** the full remainder of the Fees is to be remitted 10 days before the event.
- C. **Method of Payment:** J&M will accept the following forms of payment: Cash, Zelle, Cashapp, Paypal, or company check.
- D. **Expenses:** J&M is permitted to charge for all reasonable and necessary costs and expenses incurred in performing the Services. J&M will be reimbursed for expenses that have been approved in advance by the Client.
- E. **Tax Statement:** Any and all charges payable under this Agreement are exclusive of taxes, surcharges, or other amounts assessed by state or federal governments. Taxes imposed upon or required to be paid by Client or J&M shall be the sole and exclusive responsibility of each, respectively.

Article 6 - COST FLUCTUATION:

Client understands and acknowledges that the cost of menu items and ingredients may fluctuate. If costs fluctuate to the extent that it will no longer be profitable for J&M to undertake this project, Client agrees that Client may:

- a.) Cover any additional cost; or
- b.) Substitute other menu items.

Article 7 - EVENT CHANGES:

Changes to the number of guests, menu items requested, dates or venues must be made no later than the 10 days before the event. Any changes made past this deadline will be subject to a penalty charge \$250.

Article 8 - COMPLIANCE:

J&M shall comply with all local, state, and Federal laws regarding the preparation and service of food and beverages.

Article 9 - WARRANTIES:

J&M represents and warrants that it will perform the Services using reasonable care and skill for a professional in their field.

Article 10 - LIMITATION OF LIABILITY:

Except in cases of death or personal injury caused by either party's negligence, either party's liability in contract, tort or otherwise arising through or in connection with this Agreement or through or in connection with the completion of obligations under this Agreement shall be limited to Fees paid by the Client to the J&M.

To the extent it is lawful, neither party shall be liable to the other Party in contract, tort, negligence, breach of statutory duty or otherwise for any loss, damage, costs or expenses of any nature

whatsoever incurred or suffered by that other party of an indirect or consequential nature including without limitation any economic loss, data loss, loss of goodwill, or other loss of turnover, profits, or business.

Article 11 - INDEMNITY & INSURANCE:

Client hereby agrees to indemnify J&M, and all of J&M's agents, employees, and representatives against any and all damage, liability, and loss, as well as legal fees and costs incurred, as a result of the Services, rendered under this Agreement or any transaction or matter connected with the Services or the relationship between J&M and Client. This clause shall not be read to provide indemnification for any party in the event that a competent court of law, rendering a final judgment, holds that the bad faith, gross negligence, or willful misconduct of the party caused the damage, liability, or loss. This section remains in full force and effect even after termination of the Agreement by its natural termination or the early termination by either party.

J&M shall carry general liability insurance throughout the duration of the parties' relationship.

Article 12 – OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY:

All intellectual property rights to the materials (including but not limited images, recipes, formulas, or similar related materials) to including any related work in progress that is developed or produced under this Agreement, will be the property of the J&M. The Client is granted a non-exclusive limited-use license to the materials.

Article 13 – CANCELLATION & TERMINATION:

The Client may cancel this Agreement at any time up to 10 days prior to the Event. Upon cancellation, the Client will be entitled to a refund of any monies paid, except for the non-refundable deposit.

This Agreement will terminate at the conclusion of the Event(s).

This Agreement may be terminated by the J&M if the Client fails to pay any requisite Fees. J&M may terminate the Agreement immediately, with no notice period, in writing.

If this Agreement is terminated before the expiration of its natural term, Client hereby agrees to pay for all Services rendered up to the date of termination, and for any and all expenditure due for payment after the date of termination for commitments reasonably made and incurred by J&M related to the rendering of Catering Services prior to the date of termination.

Any termination under this subpart shall not affect the accrued rights or liabilities of either party under this Agreement or at law and shall be without prejudice to any rights or remedies either party may be entitled to. Any provision or subpart of this Agreement which is meant to continue after termination or come into force at or after termination shall not be affected by this subpart.

Article 14 - RELATIONSHIP OF THE PARTIES:

The parties hereby acknowledge and agree that nothing in this Agreement shall be deemed to constitute a partnership, joint venture, agency relationship or otherwise between the parties and that this Agreement is for the sole and express purpose of the rendering of the specific Services by J&M to the Client under the terms and conditions herein. J&M is an independent contractor for Client.

Article 15 - GENERAL PROVISIONS:

A) **GOVERNING LAW:** This Agreement shall be governed in all respects by the laws of the state of Texas and any applicable federal law. Both parties consent to jurisdiction under the state and federal courts within the state of Texas.

B) **ASSIGNMENT:** This Agreement, or the rights granted hereunder, may not be assigned, sold, leased or otherwise transferred in whole or part by either party.

C) **AMENDMENTS:** This Agreement may only be amended in writing signed by both parties.

D) **NO WAIVER:** None of the terms of this Agreement shall be deemed to have been waived by any act or acquiescence of either party. Only an additional written agreement can constitute waiver of any of the terms of this Agreement between the parties. No waiver of any term or provision of this Agreement shall constitute a waiver of any other term or provision or of the same provision on a future date. Failure of either party to enforce any term of this Agreement shall not constitute waiver of such term or any other term.

E) **SEVERABILITY:** If any provision or term of this Agreement is held to be unenforceable, then this Agreement will be deemed amended to the extent necessary to render the otherwise unenforceable provision, and the rest of the Agreement, valid and enforceable. If a court declines to amend this Agreement as provided herein, the invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the remaining terms and provisions, which shall be enforced as if the offending term or provision had not been included in this Agreement.

F) **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the parties and supersedes any prior or contemporaneous understandings, whether written or oral.

G) **FORCE MAJEURE:** J&M is not liable for any failure to perform due to causes beyond its reasonable control including, but not limited to, acts of God, acts of civil authorities, acts of military authorities, riots, embargoes, acts of nature and natural disasters, and other acts which may be due to unforeseen circumstances.

H) **NOTICES ELECTRONIC COMMUNICATIONS PERMITTED:** i) Any notice to be given under this Agreement shall be in writing and shall be sent by first-class mail, airmail, or email, to the address of the relevant party set out in the Order or as that party may from time to time notify the other party in accordance with this clause.

Notices sent shall be deemed to have been received 3 working days after the day of posting (in the case of inland first-class mail), or 7 working days after the date of posting (in the case of airmail), or next working day after sending (in the case of email).

In proving the giving of a notice, it shall be sufficient to prove that the envelope containing the notice was properly addressed and posted, or that the applicable means of telecommunication was addressed and dispatched and dispatch of the transmission was confirmed and/or acknowledged as the case may be.